

**PROPOSAL**

Proposal of FALCON CONTRACTING CO.-INC (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a CORPORATION

insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of

**"LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2025 ANNUAL BID"**

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Primary Street List Work by November 1, 2025. Any work on the Secondary Street List shall be completed by March 1, 2026. BIDDER further agrees to pay as liquidated damages in the sum of \$300.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$200.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER	DATE
<u>1</u>	<u>5/23/25</u>
<u>2</u>	<u>5/23/25</u>

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve the BIDDER from any obligation in respect to this BID.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

**CONTRACT ADDENDUM**

Contract Addendum No. One

Addendum Date: May 23, 2025

NAME OF PROJECT: **LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM 2025 ANNUAL BID**

OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. **Section B – INFORMATION FOR BIDDERS, ITEM 26. Secondary Street List:** the date for completion has been changed from December 1, 2024 to March 1, 2026
2. **Section B – INFORMATION FOR BIDDERS, ITEM 28. Notice to Proceed:** the date for issuing the Notice to Proceed has been changed from June 1, 2024 to June 18, 2025
3. **Section B – INFORMATION FOR BIDDERS, ITEM 29. Payment / Pay Requests:** the date to submit pay applications has been changed from August 31, 2024 to November 2, 2025
4. **APPENDIX:** The attached Primary and Secondary Street Lists have been added in the Appendix

**PRIMARY STREET LIST**

Local Street Maintenance Mill & Overlay Program  
2025 Annual Bid

No	Street Name	B.O.P.	E.O.P.	Approx. Length (ft)	Approx Width (ft)	Approx. CDS Dia (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
1	Forrest Park			1150	32		4,089	469	
2	Lakeshire Drive			5280	24		14,080	1616	
3	Adams Farm Rd			1525	31		5,253	603	
4	Birch Street			1000	28		3,111	357	
5	Cypress Circle			700	28		2,178	250	
6	Huckleberry Trail			570	29		1,837	211	
7	Cedarwood Cove			660	24		1,760	202	
8	Woodland Cove			600	24		1,600	184	
9	Woodland Drive			1150	26		3,322	381	
10	Richmond Street			650	25		1,806	207	
11	Shands			1575	20		3,500	402	
12	Trace Avenue			1593	24		4,248	487	
13	Hummingbird Lane			1160	24		3,093	355	
14	Wren Cove			355	29		1,144	131	
15	Swan Lane			510	24		1,360	156	
16	Dove Cove			375	24		1,000	115	
17	Winter Valley Dr			975	24		2,600	298	
18	Staci Circle			387	28		1,204	138	
19	Ann Circle			350	28		1,089	125	
20	Winwood Cove			1815	28		5,647	648	
21	Clark Place			500	25		1,389	159	
22	Blackwell Street			2570	22		6,282	721	
23	Parkdale Circle			273	28		849	97	
24	Grandview Drive			975	28		3,033	348	
25	Countrywood Cove			3150	24		8,400	964	
26	Cason Road			1000	22		2,444	281	

PRIMARY STREET LIST PAGE 1 TOTALS

86,318

9,905

**PRIMARY STREET LIST**

Local Street Maintenance Mill & Overlay Program  
2025 Annual Bid

No	Street Name	B.O.P.	E.O.P.	Approx. Length (ft)	Approx Width (ft)	Approx. CDS Dia (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
1	Lansdowne Dr			2,025	24		5400	620	
2	Fair Oaks Dr			2,780	27		8340	957	
3	Woodlawn			1,725	24		4600	528	
4	Robert E Lee Dr			2,540	27		7620	874	
5	George Ave	W Jackson	Dead End	460	26		1329	152	
6	George Ave	W Jackson	Bienville	2,260	28		7,031	807	
7	Barnes Crossing Rd 50			3,250	27		9,750	1,119	
8	Mitchell Road 10/20			7,000	24		18,667	2,142	
9	Lawndale Dr 60			1,400	24		3,733	428	
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PRIMARY STREET LIST PAGE 2 TOTALS

66,470

7,627

PAGE 1 + PAGE 2 TOTALS

152,788

17,532

**SECONDARY STREET LIST**

Local Street Maintenance Mill & Overlay Program  
2025 Annual Bid

No	Street Name	B.O.P.	E.O.P.	Approx. Length (ft)	Approx Width (ft)	Approx. CDS Dia (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
1	Sycamore Street			755	32		2684	308	
2	Spruce Street			1,000	32		3556	408	
3	Sourwood			570	29		1837	211	
4	Persimmon Dr			570	29		1837	211	
5	Desoto Dr			805	28		2504	287	
6	Leonard Dr			1,000	24		2667	306	
7	Fillmore Dr 10			3,385	30		11283	1295	
8	Eisenhower Dr			1,100	30		3667	421	
9	Tyler Dr			1,100	30		3667	421	
10	Ford Circle			530	30		1767	203	
11	Rockefeller Ave			1,960	28		6098	700	
12	Garfield St 10			2,000	28		6222	714	
13	Cardinal Dr			1,560	24		4160	477	
14	Lynette Circle			675	28		2100	241	
15	Modeanna St			1,500	28		4667	536	
16	Shea St			1,255	28		3904	448	
17	Medical Park Cir			1,340	28		4169	478	
18	S Highland Dr			1,500	26		4333	497	
19	Forrest Street			2,600	24		6933	796	
20	Jefferson St			3,600	33		13200	1515	
21	Kingsley Drive			810	26		2340	269	
22	Robert Kennedy Drive			1,490	24		3,973	456	
23	Raspberry St			1,260	24		3,360	386	
24	Crestwood Circle			630	29		2,030	233	
25	Crestwood Drive			1,650	29		5,317	610	
26	Park Street			2,500	27		7,500	861	

**PAGE 1 TOTALS**

**115,774      13,285**

**SECONDARY STREET LIST**

Local Street Maintenance Mill & Overlay Program  
2025 Annual Bid

No	Street Name	B.O.P.	E.O.P.	Approx. Length (ft)	Approx Width (ft)	Approx. CDS Dia (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES	
27	S Feemster Lake Rd 10			4,730	22		11,562	1,327		
28	S Feemster Lake Rd 20			4,800	22		11,733	1,346		
29	Countrywood Manor			615	28		1,913	220		
30	Englewood Drive			2,750	24		7,333	842		
31	Maynard Drive 30			1,575	30		5,250	602		
32	Vinewood Circle			775	24		2,067	237		
33	Tanglewood Circle			370	24		987	113		
34	Maywood Circle			525	24		1,400	161		
35	Widwood Circle			625	24		1,667	191		
36	Ashley Lane			2,005	24		5,347	614		
37	Daniella Cove			850	24		2,267	260		
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<b>PAGE 2 TOTALS</b>								<b>51,526</b>	<b>5,913</b>	

<b>PAGE 1 + PAGE 2 TOTALS</b>	
<b>167,300</b>	<b>19,198</b>

**CONTRACT ADDENDUM**

Contract Addendum No. Two

Addendum Date: May 23, 2025

NAME OF PROJECT: **LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM 2025 ANNUAL BID**

OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

1. **Section D – BID FORM AND BIDDERS CERTIFICATES:** Replace the blank page located after the Proposal with the following Bid Form

**SECTION D - BID FORM**  
**TUPELO PUBLIC WORKS BID NO. 2025-015PW**  
**LOCAL STREET MAINTENANCE**  
**MILL & OVERLAY PROGRAM - 2025 ANNUAL BID**  
**APRIL, 2025**

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	320,088		
2	Base Repair Cold Milling (Short Run Work)	SY	1		
3	Asphalt Surface Course, 9.5mm Mix	TON	36,730		
4	Asphalt Base Course, 19mm Mix (Short Run Paving)	TON	1		
5	Granular Shoulder material, In Place	CY	1		
6	4" Temporary Traffic Stripe, Cont. White/Yellow	LF	1		
7	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1		
<b>GRAND TOTAL (ALL ITEMS)</b>					

*NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS. THE TEMPORARY STRIPING QUANTITIES WILL VARY BASED ON CONDITIONS IN THE FIELD; THE QUANTITIES INCLUDED ON THE BID FORM FOR THE TEMPORARY STRIPING PAY ITEMS ARE PROVIDED IN ORDER TO ESTABLISH A UNIT PRICE FOR THE TERM BID WORK. THE CONTRACTOR AGREES TO PROVIDE ALL PAY ITEMS AS DIRECTED IN THE FIELD FOR THE UNIT PRICES INCLUDED ON THE BID FORM.*

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES, AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

RESPECTFULLY SUBMITTED BY: \_\_\_\_\_  
(PLEASE PRINT)

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

(SEAL)  
IF BY CORPORATION

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_



In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the owner.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the contract documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for **5% of Base Bid Amount** DOLLARS

(\$ 5272,729.98 ) and hereby agrees that in case of failure to execute the contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case the BIDDER is awarded the work, the Certified Check or Bid Bond submitted as bid Security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and addresses of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated through OWNER prior to submission of proposal.

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.
3. Any erasure, change, or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. Owner reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the Owner reserves the right to delete any such item or combination of such items from the Project. The Owner further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and Bidder hereby agrees to accept such Change Order.

**(SEE FOLLOWING SHEET FOR BID ITEMS)**

**SECTION D - BID FORM**  
**TUPELO PUBLIC WORKS BID NO. 2025-015PW**  
**LOCAL STREET MAINTENANCE**  
**MILL & OVERLAY PROGRAM - 2025 ANNUAL BID**  
**APRIL, 2025**

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
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2	Base Repair Cold Milling (Short Run Work)	SY	1	\$5.00	\$5.00
3	Asphalt Surface Course, 9.5mm Mix	TON	36,730	\$131.50	\$4,829,995.00
4	Asphalt Base Course, 19mm Mix (Short Run Paving)	TON	1	\$300.00	\$300.00
5	Granular Shoulder material, In Place	CY	1	\$125.00	\$125.00
6	4" Temporary Traffic Stripe, Cont. White/Yellow	LF	1	\$1.50	\$1.50
7	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	\$1.50	\$1.50
<b>GRAND TOTAL (ALL ITEMS)</b> <i>FIVE MILLION FOUR HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED NINETY-NINE 60/100</i>					<b>\$5,454,599.60</b>

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT CONDITIONS. THE TEMPORARY STRIPING QUANTITIES WILL VARY BASED ON CONDITIONS IN THE FIELD; THE QUANTITIES INCLUDED ON THE BID FORM FOR THE TEMPORARY STRIPING PAY ITEMS ARE PROVIDED IN ORDER TO ESTABLISH A UNIT PRICE FOR THE TERM BID WORK. THE CONTRACTOR AGREES TO PROVIDE ALL PAY ITEMS AS DIRECTED IN THE FIELD FOR THE UNIT PRICES INCLUDED ON THE BID FORM.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES, AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

RESPECTFULLY SUBMITTED BY: FALCON CONTRACTING CO. INC.  
 (PLEASE PRINT)  
 SIGNATURE: *[Signature]*  
 NAME AND TITLE: WILLIAM SWEDENBURG - PRESIDENT  
 ADDRESS: PO BOX 7530  
COLUMBUS, MS 39205  
 PHONE NUMBER: 662-327-2053



**CORPORATE CERTIFICATE**

(To Be Executed If Bidder Is A Corporation)

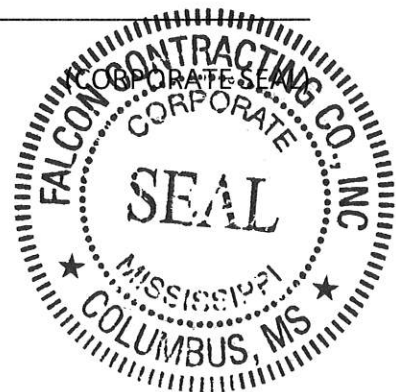
I, REBECCA HAYES certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that WILLIAM SWENBURG who signed said Proposal on behalf of the Contractor, was then PRESIDENT of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: REBECCA HAYES

Title: SECRETARY / TREASURER

Signature: Rebecca Hayes

Date: 5/29/25



**PARTNERSHIP CERTIFICATE**

(To Be Executed If Bidder Is A Partnership)

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared,  
Known to be and known by me to be the person who executed the above instrument, who  
being by me first duly sworn, did depose and say that he is general partner in the firm of:  
\_\_\_\_\_; that said firm consists of  
himself and \_\_\_\_\_; and that he executed the foregoing  
instrument for and on behalf of said firm for the uses and purposes stated herein.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned \_\_\_\_\_, hereby certify that I am the Manager of \_\_\_\_\_ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that \_\_\_\_\_ who executed the Proposal on behalf of the Company is \_\_\_\_\_ of the Company with full power and authority to execute same on behalf of the company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

**NONRESIDENT BIDDER CERTIFICATE**

(to be executed if BIDDER is a nonresident)

I, \_\_\_\_\_, hereby certify that the CONTRACTOR  
\_\_\_\_\_, is domiciled in the State of \_\_\_\_\_

And (check and complete one)

(  ) attached is a copy of the State of \_\_\_\_\_'s current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph \_\_\_\_\_, page \_\_\_\_\_ of said law grants resident CONTRACTORS a \_\_\_\_\_ percent preference over nonresident CONTRACTORS for similar projects.

(  ) the State of \_\_\_\_\_ has no current law pertaining to the treatment of nonresident contractors.

(  ) I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before Contract is signed.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_, Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF LEE

I, WILLIAM SWEDENBURG  
(name of person signing affidavit)

Individually, and in my capacity as PRESIDENT  
(title)

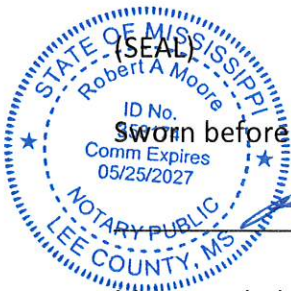
of FALCON CONTRACTING CO. INC.  
(name of firm, partnership, limited liability company, or corporation.)

Being duly sworn, on oath do depose and say as follows:

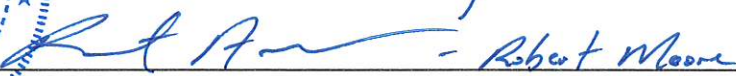
- a. That FALCON CONTRACTING CO. INC. Bidder on the **Local Street Maintenance Mill & Overlay Program – 2025 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- b. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: 

Title: PRESIDENT



Sworn before me this 29<sup>th</sup> day of May, 2025

 - Robert Moore Notary Public

My commission expires 5/25/2027

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**



**NON-COLLUSION AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF LEE

I, WILLIAM SWEDENBURG  
(name of person signing affidavit)

Individually, and in my capacity as PRESIDENT  
(title)

of FALCON CONTRACTING CO INC  
(name of firm, partnership, limited liability company, or corporation.)

Being duly sworn, on oath do depose and say as follows:

- c. That FALCON CONTRACTING CO. INC. Bidder on the **Local Street Maintenance Mill & Overlay Program – 2025 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- d. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: [Handwritten Signature]

Title: PRESIDENT



Sworn before me this 29<sup>th</sup> day of May, 2025

[Handwritten Signature] - Robert Moore Notary Public

My commission expires 5/25/2027

**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

SECTION E

BID BOND

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Falcon Contracting Co., Inc.

(Name of Contractor)

P. O. Box 7530, Columbus, MS 39705

(Address of Contractor)

a Corporation hereinafter called "Principal",  
(Corporation, Partnership, Limited Liability Company or Individual)

Fidelity and Deposit Company of Maryland hereinafter called "Surety",  
(Name of Surety)

Are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 29th day of May, 2025. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF TUPELO** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of improvements defined "**Local Street Maintenance Mill & Overlay Program – 2025 Annual Bid**"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which

the OWNER may accept such BID; and said Surety does hereby waive notice of any such

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their officers, this day and year first set forth above.



Falcon Contracting Co., Inc. \_\_\_\_\_

By: *Will Swedenborg*

Fidelity and Deposit Company of Maryland  
Surety

*Trina Cobb*

By: Trina Cobb Attorney-in-Fact  
Resident Mississippi Agent  
Fisher Brown Bottrell/MMA



IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 750 as amended) and be authorized to transact business in the state where the project is located.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Stephen Wesley PRICE JR., Braxton Davis BRUMFIELD, of Jackson, Mississippi**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of March A.D. 2025.

**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Christopher Nolan*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 10th day of March A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison  
Notary Public  
My Commission Expire January 27, 2029



**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of May 2025.



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790